



KAAP AGRI BEDRYF LIMITED | 1 Westhoven Street | Paarl | 7620 | Tel 021 860 3750 |
www.kaapagri.co.za | Reg nr 1995/000336/06 |

SUPPLY OF GOODS AGREEMENT BETWEEN KAAP AGRI BEDRYF LIMITED AND PURCHASERS

1. THE AGREEMENT

- 1.1 This document sets out the terms and conditions which shall govern all transactions between Kaap Agri Bedryf Limited (**Kaap Agri**) and the customer named below.
- 1.2 Customers who do not understand any of the terms in this agreement should contact any credit manager of Kaap Agri.
- 1.3 This agreement is in addition to any credit agreement which may have been entered into between Kaap Agri and the customer which permits the purchase of goods on credit.

2. PAYMENT TERMS

- 2.1 All purchases by the customer are on a cash basis unless a credit agreement was concluded with Kaap Agri.
- 2.2 Only payment by electronic transfer or by another method which is acceptable to Kaap Agri will be accepted. Kaap Agri has the right to reject payment made by any other method.
- 2.3 Goods purchased on credit by the customer shall remain the property of Kaap Agri until full payment has been received.

3. DELIVERY

- 3.1 The price of the goods does not include cost of delivery unless expressly agreed otherwise between Kaap Agri and the customer.
- 3.2 If possible, Kaap Agri may assist the customer in making arrangements for the delivery of the goods on request, at the customer's risk.
- 3.3 The customer must ensure that the goods are insured against damage or loss during transport.
- 3.4 The cost of delivery and the necessary insurance are for the account of the customer, unless agreed otherwise.

3.5 Kaap Agri will not accept liability for damage to or loss of the goods while it is being transported by a third party whether arranged by the client or by Kaap Agri on request of the client.

- 3.6 If the customer elected to arrange his own transport, delivery will take place when he, his assignee or his appointed transporter collects the goods at Kaap Agri's premises. The risk of the loss or damage to the goods will pass to the customer at this point.

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Customer

- 3.7 In case of direct transactions (**where goods are delivered directly to the customer by the supplier, and not by Kaap Agri**) delivery will take place and risk will pass when the customer or his representative signs for the receipt of the goods, or when physical delivery has taken place at the premises requested and indicated by the customer.

4. CIRCUMSTANCES BEYOND CONTROL

- 4.1 Kaap Agri cannot be held responsible if they fail to meet stipulated delivery due to circumstances which are beyond their control. Examples of such circumstances are bad weather conditions, delays caused by traffic congestion, diversions or road works, strikes, power outages and industrial disputes.
- 4.2 Kaap Agri will make delivery in terms of this agreement as soon as it becomes possible. Kaap Agri may contact customers to agree on alternative dates for delivery.
- 4.3 Kaap Agri will not be liable for any loss which customers may suffer because of this delay in delivery.

5. CANCELLATION OF ORDERS

- 5.1 Customers are entitled to cancel an order for goods, subject to clause 5.2 and 5.3 below.
- 5.2 Customers should note that clause 5.1 does not apply to special -order goods or goods which Kaap Agri had to alter or produce to satisfy the needs of the customer.
- 5.3 If customers cancel an order for goods, Kaap Agri will be entitled to charge a cancellation fee depending on the circumstances. Customers will be notified of the amount of the cancellation fee when Kaap Agri receives notice of cancellation.

6. HAZARDOUS GOODS

- 6.1 Some goods sold by Kaap Agri could be hazardous by their very nature or the manner of use.
- 6.2 Customers must take care to use and store goods according to the manufacturer's specifications and instructions for use.
- 6.3 Customers should obtain expert advice if they do not understand the manufacturer's specifications or instructions for use or if they intend to use the goods for a purpose for which it is not ordinarily used.

6.4 Kaap Agri will not be liable for any damage or loss which customers may suffer as a result of the improper use of any product.

7. WARRANTY OF QUALITY AND EXCLUSION OF LIABILITY

- 7.1 In terms of the Consumer Protection Act 68 of 2008 ('the CPA') Kaap Agri is obliged to distinguish between buyers who are **consumers** and those who are not. Individuals, or legal entities with an annual turnover or asset value of less than R2 million are considered consumers.
- 7.2 Consumers are entitled to receive goods which are of a good quality, are useable and durable for a reasonable period of time, are fit for the purpose for which those goods are normally intended and are safe and free of any defects.
- 7.3 This warranty is in addition to any other warranty which might be given in respect of a particular product.

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- 7.4 Unfortunately Kaap Agri cannot accept any liability for claims which fall outside of the CPA or any express warranty. This exclusion specifically includes any claims for harm caused by goods which do not fall within the CPA. Kaap Agri will only be liable for damages or claims to the extent that it is liable in terms of the CPA.**
- 7.5 Due to the nature of some products Kaap Agri cannot be responsible for any loss in weight or volume which occurs after the products were packaged.
- 7.6 Consumers entitled to rely on the CPA should note that all new parts, and the labour required to install it, are warranted for a period of 3 months after installation except for ordinary wear and tear or for damage caused by the misuse of the said goods.

8. RETURNS

- 8.1 Any goods purchased in terms of this agreement will also be subject to the Kaap Agri returns policy. This policy is available at all Kaap Agri branches. In terms of this policy, consumers entitled to rely on the CPA, who bought goods as a result of “direct marketing”, are entitled to cancel this transaction within 5 business days, from date of purchase or date of delivery. Consumers who elect to do so must note that the requirements of the CPA regarding the return of the product and the refunding of the purchase price will apply. Also note that proof of purchase is required. (Consumers may contact Kaap Agri if they need more information on the provisions of the CPA.)
- 8.2 Kaap Agri extends a general right to return goods within 10 days of purchase to all customers if the product is still in its original packaging. Please note that proof of purchase is required and that a 10% handling fee will be charged.
- 8.3 Kaap Agri will not accept returns in respect of special order goods, goods which may not be returned for public health and safety reasons or goods which have been physically altered to the extent contemplated in clause 20(3) (b) of the CPA. Special ordered goods are goods which Kaap Agri had to alter or produce or buy to satisfy the needs of the Customer.
- 8.4 Kaap Agri retains the right to charge the Customer a reasonable amount for use of the returned goods during the time it was in the customer’s possession and for any consumption or depletion of the goods or any necessary restoration costs to render the goods fit for re-stocking.

9. GENERAL TERMS AND CONDITIONS

9.1 Breach

If the customer commits a material breach of its obligations under this agreement and does not remedy that breach within 10 business days of receiving written notice to do so, then Kaap Agri may exercise its rights, which includes terminating this agreement and /or the purchase in question, without any prejudice to any of Kaap Agri’s rights.

9.2 Jurisdiction

Each party consents, in terms of section 45 of the Magistrate Court’s act, Act No 32 Of 1944, to the non-exclusive jurisdiction of any magistrate’s court having jurisdiction in terms of section 28 of the said Act, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the value of the magistrate’s court.

9.3 Severability and Waiver

If any term or condition of this agreement becomes unenforceable for any reason, that term or condition is severable from and shall not affect the validity of any other term or condition in this agreement. Failure or delay on the part of any party in exercising any of its rights hereunder will not constitute a waiver thereof, nor will it preclude any other or further exercise of the right in question.

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9.4 Notices

The address of the customer for the service of all notices and of legal process for all purposes arising from this agreement shall be as it appears on the latest credit application, on condition that the customer may change his address by giving formal written notice thereof to the Group Finance Manager of Kaap Agri.

I/we agree to the terms and conditions contained in this agreement, and I/we acknowledge that I/we have been given sufficient opportunity to read and understand the provisions, that I/we obtained legal advice if I/we deemed it necessary and that I/we indeed understand said provisions. I/we understand that this provision means that I/we will not be able to deny that I/we have read and understood any provisions of the agreement in the future.

If signed by the customer's representative said representative warrants that he is duly authorized thereto.

Signed by or on behalf of the Customer on the ____ day of _____ 20__.

Signature Witness

Signature Customer

Full name of Witness

Full name of Customer

On behalf of :
If Company, Close Corporation, Trust or Partnership

Signature Witness

Signature of customer's spouse if
married in community of property:

Full name of Witness

Full name of Spouse